



## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

**Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES\_\_\_\_NO\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana

Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://city.brla.gov/dept/purchase/bids.asp>

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

## **FEDERAL CLAUSES, IF APPLICABLE.**

### **I. Remedies for Breach**

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### **II. Termination and Settlement**

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### **III. Access to Records**

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### **IV. Equal Employment Opportunity**

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### **V. Copeland "Anti-Kickback" Act**

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### **VI. Davis-Bacon Act**

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

## VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

## VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

## IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

## X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

## XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations

## **REQUIREMENTS FOR THIS BID**

**All contractors bidding on this work shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2192, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law.**

1. In accordance with RS 37:2150-2192, on any bid for a commercial project submitted in the amount of fifty thousand dollars (\$50,000) or more, one dollar (\$1) or more for Interstate Mowing and Litter Pick-up, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical, the contractor shall certify licensure under R.S. 37:2150-2192 and show the license number where indicated.
2. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
3. Contractor shall indemnify City-Parish against any and all liens for which City-Parish owned property may become liable as a result of Contractors work hereunder.
4. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
5. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
6. Before this contract is acceptable and complete, successful bidder shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.
  7. Bids: unless otherwise specified, a lump sum bid is requested for the work in the specifications.
8. Permits, Licenses and Laws: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.
9. The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
10. Contractor shall furnish insurance as required on the attached sheet.

## **BID LICENSE REQUIREMENTS**

The State of Louisiana requires certification to purchase and apply any Restricted Use Pesticide, and certification and a license are required to apply any pesticide for a fee. Each lawn care/landscape/plant maintenance company that applies any pesticide is required to possess a current Ground Owner Operator License and employ at least one Commercial Pesticide Applicator with certification in Category 6 (Right of Way and Industrial Pest Control). Additional employees may apply pesticides under the supervision of one or more certified Commercial Pesticide Applicators. Bidders should include a copy of certification and licenses with bid.

In addition, the contractor must possess the Landscaping Horticulturist License from the Horticultural Commission of Louisiana, Department of Agriculture and Forestry.



## **ADDITIONAL REQUIREMENTS FOR THIS BID**

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **All Safety Data Sheets, product labels, and EPA registry numbers for any and all herbicides and pesticides must be submitted with the Bid.**
- **Request for Proof of Licenses, Insurance, or any other Documentation:**  
Proof of vendor/employee(s) certification must be provided, upon request. Vendor must provide said documentation to the Purchasing Division within seven (7) days of request. Failure to timely provide requested documentation shall cause the vendor's bid to be deemed non-responsive.

## **CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy  
Any Auto, or Owned, Combined Single Limit  
Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

## Schedule of Events

<b><i>Item</i></b>	<b><i>Anticipated Schedule</i></b>
<i>Invitation to Bid mailed to prospective proposers</i>	<b><i>May 29, 2020</i></b>
<b><u>Mandatory Pre-bid Conference</u></b> Only those vendors who participate in this conference are eligible to receive an award on this project.	<b><i>June 10, 2020 at 9:30 am</i></b>
<i>Deadline to receive written inquiries</i>	<b><i>June 11, 2020 at 5 pm</i></b>
<i>Deadline to answer written inquiries</i>	<b><i>June 17, 2020</i></b>
<b><u>Proposal Opening Date</u></b> (deadline for submitting proposals)	<b><i>June 30, 2020 at 11:00 am</i></b>

## **Mandatory Pre-Bid Meeting**

Interested bidders **must** attend the Mandatory Pre-bid Meeting. The mandatory pre-bid meeting is scheduled for:

**Date:** **June 10, 2020**

**Time:** **9:30 A.M.**

**Contact:** Donald Hunter, MPA

Due to the COVID-19 emergency, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings and mandatory pre-bid meetings for bids published by our office.

Any vendor who would like to listen and virtually attend the opening of this bid or the mandatory prebid meeting via teleconference can do so with the information below on the date and time of the meeting:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This teleconference number will provide you with live audio access to this bid opening and pre-bid meeting. The link will be live at the noted bid opening time for the date of bid opening.

All other terms & conditions remain unchanged.

Questions regarding this meeting may be directed to Donald Hunter at (225) 389-3259 ext. 309 or by email at [dhunter@brla.gov](mailto:dhunter@brla.gov).

**Bidders will be required to answer a roll call or send an email during the meeting to a designated email address as proof of attendance. Failure to attend the meeting and be accounted for will result in your bid being deemed non-responsive.**

## **INQUIRY PERIOD**

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by 5:00 pm on the Inquiry Deadline date **06/11/2020**. Inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

**Hand Delivered or by Courier**  
Donald Hunter, Purchasing Analyst II  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70821

By email: [dhunter@brla.gov](mailto:dhunter@brla.gov)

By fax: (225) 389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

# SCHEDULE OF BID ITEMS

## PROPOSAL FORM FOR ANNUAL CONTRACT NO. A20-98875

\* Quantities (Acreage), if shown are estimates only and no pay adjustment due to acreage variation shall be considered\*

**A mandatory pre bid meeting will be held on June 10, 2020 at 9:30 a.m via teleconference. Only those firms in attendance are eligible to receive an award on this project.**

### SEE THE PRICE SHEET FOR CALCULATION DETAILS

Item	Description	Annual Item Total
<b>GROUP A/ Monthly– MOWING</b>		
0001	<b>CP-DOM-001</b> One Cycle of Mowing: Interstate 12 (APPROX. 111 ACRES)	\$ _____
0002	<b>CP-DOM-001</b> One Cycle of Mowing: Interstate 10 (APPROX. 171 ACRES)	\$ _____
0003	<b>CP-DOM-001</b> One Cycle of Mowing: Interstate 110 (APPROX. 67 ACRES)	\$ _____
<b>GROUP B/Bi-Weekly – MOWING, LITTER AND TRASH PICKUP</b>		
0004	<b>CP-DOM-002</b> One Cycle of Mowing, Litter and Trash Pickup: Interstate 12 (APPROX. 182 ACRES)	\$ _____
0005	<b>CP-DOM-002</b> One Cycle of Mowing, Litter and Trash Pickup: Interstate 10 (APPROX. 174 ACRES)	\$ _____
0006	<b>CP-DOM-002</b> One Cycle of Mowing, Litter and Trash Pickup: Interstate 110 (APPROX. 172 ACRES)	\$ _____

Interstate 12 (JCT. I-10 Southbound to the Amite River)

Interstate 10 (Mississippi River to Siegen Lane, including 10/12 split)

Interstate 110 (JCT. I-10 to US 61)

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**Price Sheet**

City Parish Annual Contract

**A20-98875 Annual Contract for Interstate Mowing (Group A/Monthly) and Mowing and Litter Pick-up (Group B/Bi-Weekly)**

**THE PRICE SHEET MUST BE COMPLETED**

ITEM	DESCRIPTION	Approx. Acres	QUANTITY of Cycles Per Year	Total Approx. Acres per Year	UNIT OF MEASURE Each Acre	UNIT PRICE Cost Per Acre	TOTAL AMOUNT For Line Item PER YEAR
<b>GROUP A/ Monthly– MOWING</b>							
0001	<b>CP-DOM-001</b> One Cycle of Mowing: Interstate 12 (APPROX. 111 ACRES)	229	10	2290	EA	\$_____	\$_____
0002	<b>CP-DOM-001</b> One Cycle of Mowing: Interstate 10 (APPROX. 171 ACRES)	123	10	1230	EA	\$_____	\$_____
0003	<b>CP-DOM-001</b> One Cycle of Mowing: Interstate 110 (APPROX. 67 ACRES)	223	10	2230	EA	\$_____	\$_____
<b>GROUP B/Bi-Weekly – MOWING, LITTER AND TRASH PICKUP</b>							
0004	<b>CP-DOM-002</b> One Cycle of Mowing, Litter and Trash Pickup: Interstate 12 (APPROX. 182 ACRES)	136	26	3536	EA	\$_____	\$_____
0005	<b>CP-DOM-002</b> One Cycle of Mowing, Litter and Trash Pickup: Interstate 10 (APPROX. 174 ACRES)	134	26	3484	EA	\$_____	\$_____
0006	<b>CP-DOM-002</b> One Cycle of Mowing, Litter and Trash Pickup: Interstate 110 (APPROX. 172 ACRES)	121	26	3146	EA	\$_____	\$_____

Interstate 12 (JCT. I-10 Southbound to the Amite River)

Interstate 10 (Mississippi River to Siegen Lane, including 10/12 spilt)

Interstate 110 (JCT. I-10 to US 61)

**INTERSTATE MOWING  
GROUP A/Monthly MOWING, GROUP B/Bi-Weekly MOWING AND LITTER PICK UP  
CITY PARISH PROJECT NO. 20-CP-DOM-01**

**SECTION 1. TERM:**

This contract shall commence upon the issuance of a Notice of Contract Execution by the Authorized City-Parish Representative and shall continue through **December 31, 2020** unless renewed, or until contract funds are expended, whichever occurs first. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities (Acreage), if shown, are estimates only. The number of cycles will be based upon the needs of the City-Parish and determined by the Authorized City-Parish Representative. There is no guaranteed minimum number of cycles. This contract may be renewed at the City-Parish exclusive option for **Four (4) additional 1 year periods.** Upon agreement of both the contractor and the City-Parish, the contract may be extended a second, third, fourth or a fifth-year or other shortened specified time periods. Extension of the contract into the second, third, fourth or a fifth time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.

**CITY OF BATON ROUGE RIGHT TO CHANGE, OR CANCEL ITEMS:** In addition, the City-Parish reserves the right to temporarily suspend or cancel any items of work within a construction or maintenance work zone within the limits of this Contract. IN ADDITION, DUE TO THE POSSIBLE INCORPORATION OF THE CITY OF ST. GEORGE, WHICH MAY RESULT IN A CHANGE IN THE CITY OF BATON ROUGE'S JURISDICTION AND TAX REVENUE, THE CITY OF BATON ROUGE, RESEVES THE RIGHT TO CHANGE, OR CANCEL ONE, SOME, OR ALL LINE ITEMS WITHIN THE CONTRACT. THE PRICE BID BY THE CONTRACTOR WILL REMAIN THE SAME, THE ACRECRAGE SERVICED IS SUBJECT TO CHANGE HENCE A CHANGE IN SCOPE.

**SECTION 2. NOTICE TO PROCEED:** The Maintenance contractor shall begin each cycle of mowing and/or trash collection (Group B only), under this Contract within seven (7) calendar days of written notification from the Authorized City Parish Representative. Failure of the Maintenance contractor to begin work after notification within the specified time or failure to prosecute the work with sufficient personnel and equipment to complete the work within the allotted time shall be a breach of this Contract.

**SECTION 3. TIME LIMITS**

**Group A:** All work to accomplish one combined cycle of mowing, string trimming and herbicide application for each of the three individual sections of interstate in this Contract shall be completed within **TEN (10)** calendar days.

**Group B:** All work to accomplish one combined cycle of mowing, string trimming, herbicide application and litter/trash collection for each of the three individual sections of interstate in this Contract shall be completed within **FIVE (5)** calendar days.

**SECTION 4. EQUIPMENT: Group A:** Rotary mowers shall normally be utilized in the mowing of the right-of-way; however, sickle mowers, side mounts, flail, or boom mowers may be used to mow around bridges, culverts, sign posts, mailboxes, delineators, flex beam guardrails, wet areas, ditches, etc., as approved by the Authorized City Parish Representative. Other types of grass-cutting equipment may be used, provided it has been approved by the Authorized City Parish Representative prior to use. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower. Chains shall be a minimum of three eighths inches (3/8") in size and links spaced side by side around the mower's front and sides and long enough to drag the ground at all times during mowing operations. On the rear of the mower, the length of the chains shall be as directed by the Authorized City Parish Representative. Maximum cutting widths for rigid frame rotary mowers shall be one hundred eight inches (108"). Hinged or batwing mower cutting widths



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shall be as approved by the Authorized City Parish Representative. Boom mounted or side cut rotary mowers may be required to cut roadside ditches, laterals and any other area not readily accessible to standard mowing equipment. Hand trimming (string trimming/weed-eating) shall be required in some areas. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.

All equipment shall be inspected by the Authorized City Parish Representative for safety devices and suitability for the work prior to being placed in operation. All safety devices shall be properly maintained and functioning at all times.

Group B: Flail and or ZTR (Zero Turn Mowers) mowers shall normally be utilized in the mowing of the on and off ramp areas; however, sickle mowers, side mounts, flail, or boom mowers may be used to mow around bridges, culverts, sign posts, mailboxes, delineators, flex beam guardrails, wet areas, ditches, etc., as approved by the Authorized City Parish Representative. Other types of grass-cutting equipment may be used, provided it has been approved by the Authorized City Parish Representative prior to use. All flail mowers must be equipped with safety chains or rubber/plastic curtain guards to prevent damage to property by flying debris from under the mower. If Chains are used they shall be a minimum of three eighths inches (3/8") in size and links spaced side by side around the mower's front and sides and long enough to drag the ground at all times during mowing operations. On the rear of the mower, the length of the chains shall be as directed by the Authorized City Parish Representative. Heavy rubber/plastic curtain guards may be used on the front and back and must provide coverage to the ground. Maximum cutting widths for rigid frame flail mowers shall be seventy two inches (72"). Boom mounted or side cut rotary mowers may be required to cut roadside ditches, laterals and any other area not readily accessible to standard mowing equipment. Hand trimming (string trimming/weed-eating) shall be required in some areas. All mowers shall be kept in good operating condition, shall be maintained to provide a clean sharp cut of vegetation at all times and all safety equipment/accessories must be maintained.

All equipment shall be inspected by the Authorized City Parish Representative for safety devices and suitability for the work prior to being placed in operation. All safety devices shall be properly maintained and functioning at all times.

**SECTION 5. METHODS OF OPERATION:**

**A.** Prior to beginning operations, a conference between representatives of the City-Parish, DOTD, the Maintenance contractor, and Local Law Enforcement shall be arranged by the Authorized City Parish Representative in accordance with Article VI, 6.2 below.

**B.** The maintenance contractor shall submit to the Authorized City Parish Representative a list of supervisors who have authority and control over work crews and who will be present with each crew while work is performed. These supervisors shall be so identified to the Authorized City Parish Representative and shall have authority to order equipment operators to correct deficient work or to stop mowing operations should unsafe conditions be encountered or if ordered by the Authorized City Parish Representative to do so. All Maintenance contractor's supervisors shall be equipped with mobile telephones. The Maintenance contractor shall provide the Authorized City-Parish Representative with all the supervisors' mobile phone numbers. These phone numbers will be shared by the Authorized City-Parish Representative, with the supervisors of the other mowing and litter contractor supervisors.

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C. Mowers shall be adjusted for a cutting height as set forth in Maintenance Specification Section 12, Item CP-DOM-002 below. Mowing shall not be permitted when, in the opinion of the Authorized City Parish Representative, soil and weather conditions are such that right-of-way property will be damaged. However, the Maintenance contractor will be required to provide specialized equipment such as boom or slope mowers to mow areas not accessible to standard mowing equipment. Maintenance contractors must use caution to assure that mud is not tracked onto the road surface. Recurring problems with mud tracking shall result in a five (5) percent reduction in payment for all appropriate mowing cycles.

D. The Maintenance contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, delineators or other road appurtenances that are part of the facility. Hand trimming to remove vegetation around such objects shall be required of the Maintenance contractor. **Contractor shall not prune, trim or use any type of chemical on trees or other ornamental plant material in the right-of way that are part of Baton Rouge Green's "Living Roadways Program" without the written consent of the Authorized City Parish Representative or Baton Rouge Green Project Manager**

E. Stands of wild flowers shall not be mowed before their seeds have matured, unless otherwise directed by the Authorized City Parish Representative.

**SECTION 6. MOWING:**

\*Group A/Monthly will be mowed 10 times a year (not to be mowed January or February) and is *generally defined* as the raised or main portion of the interstate.

\*Group B/Bi-Weekly will be mowed every other week or 26 times a year and shall be *generally defined* as the on ramp and off ramp areas under the raised portion of the interstate.

\*There is some overlap of the definitions between Groups A and B.

**An interactive map of group A and group B can be found on the Cities MetroNet. The link is:**  
<https://ebrgis.maps.arcgis.com/home/webmap/viewer.html?webmap=edf0c4fbabb049a9a8b523193f508513> (It typically runs best on Google Chrome or Firefox internet browser.)

Mowing shall be performed in accordance with requirements specified in all provisions and specifications herein.

Mowing shall consist of the following:

Divided and Undivided Highway and Frontage Roads: As defined below, all mowable areas within the DOTD right-of-way shall be mowed. Any overhanging branches, vegetation or trees, regardless of size, which may hinder or prohibit mowing to the tree line or right-of-way line shall be removed or cut back to the tree line or right-of-way line by the Maintenance contractor at no direct pay.

However, before removing trees with a diameter greater than two inches, confirm the requirement to do so with the Authorized City Parish Representative. Trimmings must be removed from the right-of-way or chipped, with the chips being dispersed in such a manner as to not interfere with drainage.

Mowable areas are defined as all of the grassed or vegetative areas of the right-of-way, extending from right-of-way line to right-of-way line or tree line to tree line or fence line to fence line as applicable, including, but not limited to, banks of natural waterways, swale ditches, V-ditches, ditch bottoms, and slopes. Mowable

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areas include, but are not limited to, areas under bridges, around guard rails, sign posts, delineators, culvert ends, trees, shrubs, plants, culvert head walls, bridge abutments, bridge or overpass columns and pilings, paved or raised gore areas, paved or raised medians, and along curbs and fences, where the maintenance contractor is required to mow on both sides due to the presence of service roads, swale ditches, V-ditches and slopes, or other facilities. These areas may not be accessible to standard mowing equipment and may require hand trimming or specialized mowing equipment such as boom or side mount mowers.

Mowable vegetation is defined as any tree, vegetation, brush, etc. which is two inches (2") or less in diameter, measured five inches (5") above the ground.

Right-of-Way Line: A strip approximately seven feet (7') wide along the fence line or right-of-way line is included as mowable area, if applicable and terrain permits. Any overhanging vegetation or fallen trees, regardless of size, which may hinder or prohibit mowing of this strip, shall be removed by the Maintenance contractor at no direct pay.

Natural Waterways or Canals Crossing the Right of Way: All vegetation (weeds, grasses, vines, and trees) on waterway banks (slopes) or canal bottoms, in the median, beneath bridges, or in the right of way up to the tree line or right of way fence line, shall be cut to within five inches (5") of the ground by any means the Maintenance contractor chooses, except that all non-mowable vegetation will be removed to ground level. This work shall be performed not less than two (2) times (April and October, or as directed by the Authorized City Parish Representative) during the annual Contract. Mowing of this area may require specialized equipment, such as weed trimmers or boom or slope mowers. There will be no direct pay for this work, as the area involved is included in the mowable acreage listed elsewhere. Failure to perform mowing of the natural waterways or canals as required will result in assessment of stipulated damages, placement of the maintenance contractor in default, or withholding up to fifty percent (50%) of any amounts due the Maintenance contractor until completion of the work in a manner satisfactory to the Authorized City Parish Representative.

Catch basins: The Maintenance contractor shall perform the mowing operation in such manner to prevent the buildup of debris such as grass clippings on catch basins. Should the mowing operation deposit grass clippings on catch basins, the Maintenance contractor shall be required to remove such from the entrance to the catch basin by hand or other methods. A suggested method of performing the removal of debris or clippings is to stop momentarily atop the catch basin with the mower deck and allow the mower to vacuum such debris from the entrance.

Gates: Gates, when determined by the Authorized City Parish Representative to be needed for access to mowable areas, shall be installed by DOTD.

## **SECTION 7. SIGNING AND TRAFFIC CONTROL:**

An approved Traffic Control Plan is included in the Proposal for informational purposes only. This plan in no way replaces or relieves the Maintenance contractor from total compliance with the Manual on Uniform Traffic Control Devices and the DOTD Maintenance Traffic Control Handbook. Signs, sign stands, and safety flags, as shown on the plans, and as may be required to protect the traveling public, shall be furnished by the Maintenance contractor. All work must be performed within the work zone protected by the required signs. The Maintenance contractor shall be responsible for the maintenance, repairs and/or replacement of all signs, sign stands, and safety flags which become defective, or as may be required by the Authorized City Parish Representative. Signs shall be kept clean and legible at all times. Any other safety materials or devices necessary to perform the work in the Contract in a safe and orderly manner shall be furnished by the Maintenance contractor. Failure of the Maintenance contractor to replace defective safety devices and signs or to conduct his operation in a safe and orderly manner may result in all work being stopped by the Authorized

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City Parish Representative until remedial action is taken by the Maintenance contractor.

**SECTION 8. SAFETY REQUIREMENTS:**

The importance of safety in the performance of maintenance mowing activities cannot be overemphasized. To that end, the Maintenance contractor shall conduct his operation in a manner such that the safety and convenience of the public is regarded as of prime importance. All equipment and traffic control devices shall be in accordance with the DOTD Manual on Uniform Traffic Control Devices, the DOTD Maintenance Traffic Control Handbook, and these specifications. The City-Parish reserves the right to stop the Maintenance contractor from working or to order any piece of equipment taken off the project, should it be determined that minimum safety standards are not being met. The following specific safety considerations shall be observed at all times:

- A.** All equipment shall be inspected by the Authorized City Parish Representative prior to being placed in service and during the period of service, at his discretion, to insure safety equipment is in place and properly functioning. Should the Maintenance contractor's equipment become deficient in safety devices during prosecution of the work, such equipment shall be removed from service until the deficiency is corrected to the satisfaction of the Authorized City Parish Representative.
- B.** Mowers shall have complete and adequate shielding to prevent flying debris from the cutter blades per OSHA requirements 29 CFR 1910 et seq., including 29 CFR Part 1928.57 regarding guarding of farm field equipment. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower. Chains shall be a minimum of three eighths inches (3/8") in size and links spaced side by side around the mower's front and sides and long enough to drag the ground at all times during mowing operations. On the rear of the mower, the length of the chains shall be as directed by the Authorized City Parish Representative.
- C.** Workmen employed shall wear orange or lime green clothing of high visibility such as a vest, shirt, or jacket and cap or hard hat when performing litter pickup and trimming operations or at any other time they are located within the right-of-way.
- D.** The Maintenance contractor shall install amber flashing lights on all vehicles and equipment used in performance of the work. These lights shall be used only during performance of the work and shall not be used when traveling to and from the work site.
- E.** Tractors shall be equipped with two (2) fender-mounted amber flashing lights, two (2) red flags mounted on each side of the ROPS (Rollover Protection Structure) cage, one (1) plainly visible, rear-mounted slow moving vehicle emblem, and working headlights.
- F.** Equipment shall not be left unattended within forty-two feet (42') of any travel lane during non-working hours. Under no circumstances shall mowers be parked or stored on medians less than one hundred feet (100') in width. Inoperable or broken equipment not promptly prepared shall be moved to a location where it will not present a hazard for traffic.
- G.** When mowing immediately adjacent to travel lanes, mowers shall operate such that any discharge from the mowers shall be directed away from the travel lanes.
- H.** When boom-type or slope mowers are operated on the shoulder, a flagger shall be stationed to warn motorist and assist the operator. Warning signs shall be placed at least one thousand feet (1000') in advance of the mowing operation.

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**I.** When it is necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

**J.** When necessary for mowing machines to cross travel lanes, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel lanes and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

**K.** No supply vehicle shall enter the median without the required warning lights functioning, and then only as necessary to repair or remove inoperable equipment.

**Safety Training:**

The Maintenance contractor's supervisory personnel shall be trained in work zone traffic control, basic flagging and safe mowing operations. The Authorized City Parish Representative will coordinate and arrange for the required training with a DOTD District Training Specialist at no cost to the Maintenance contractor. Further training of additional employees shall be the responsibility of the Maintenance contractor. Upon execution of the Contract, the Maintenance contractor shall submit to the Authorized City Parish Representative a list of his supervisors in order to arrange for this training session. No work shall be performed until completion of this training. At least one supervisor trained in safety shall be present at all times while work is being performed.

**Flagging Procedures**

The following methods of signaling with a flag should be used:

**1. TO STOP TRAFFIC:** The flagman shall face traffic and extend the flag horizontally across the traffic lane in a stationary position so that the full area of the flag is visible hanging below the staff. For greater emphasis, the free arm may be raised with the palm toward approaching traffic.

**2. WHEN IT IS SAFE FOR TRAFFIC TO PROCEED:** The flagman shall stand parallel to the traffic movement, and with flag and arm lowered from view of the driver, motion traffic ahead with his free arm. Flags shall not be used to signal traffic to proceed.

**3. WHERE IT IS DESIRED TO ALERT OR SLOW TRAFFIC:** By means of flagging, the flagman shall face traffic and wave the flag in a sweeping motion of the arm across the front of the body without raising the arm above a horizontal position. If a sign paddle is used, it shall be held in a stationary position with the arm extended horizontally away from the body. The use of the flag and sign paddle is to be as illustrated elsewhere herein. Lights approved by the appropriate highway authority or reflectorized sign paddles or reflectorized flags shall be used to flag traffic at night. Daytime flagging procedures shall be followed whenever such lights, paddles, or flags are used at night. Whenever practicable, the flagman should advise the motorist of the reason for the delay and the approximate time period that traffic will be halted. Flagmen and operators of machinery or trucks shall be made to understand that every reasonable effort must be made to allow the driving public the right-of-way and prevent excessive delays.

**SECTION 9. WORK PROSECUTION:**

The Maintenance contractor shall begin each mowing cycle within **seven (7)** calendar days after the date of written notification to begin work and shall continuously prosecute same with diligence.

The Maintenance contractor shall employ sufficient workmen and equipment on the project as will enable him to complete the work in a satisfactory manner. The Maintenance contractor shall notify the Authorized City

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Parish Representative at least twenty-four (24) hours before beginning work on any cycle and shall submit to the Authorized City Parish Representative a daily work report, on forms provided by the City-Parish, to document work locations and work force. Failure of the Maintenance contractor to begin work within the time period specified or to complete work within the time period specified will result in the assessment of stipulated damages in accordance with Article VI Section 6.5. Assessment of stipulated damages does not waive any other rights afforded the City-Parish hereunder for breach of Contract.

**SECTION 10. DAILY RECORD KEEPING**

The Maintenance contractor shall keep a daily record of labor, equipment, and work accomplishment. City-Parish will supply the forms for the Maintenance contractor's use.

The project number, name of the project (Contract Mowing), weekday, and date shall appear on each report. The report shall be completed as follows:

- Under the Maintenance contractors Force and Equipment, list the categories of the labor force (foremen, operators, laborers) followed by the total number of each on the job;
- Under Labor Force, list the categories of equipment used followed by the total number of each on the job;
- Under Approximate Work Accomplished, list the daily estimates of acres mowed. Group B contractor is also responsible for reporting the cubic yards of trash collected.
- Group B contractor must report the cubic yards of trash collected at the end of each mowing cycle for each section of the interstate, I-110, I-12 and I-10.

The Maintenance contractor for Group B shall record and document the amount of trash collected and remit dump tickets to the Authorized City Parish Representative for verification and recording.

Each day of the cycle shall have a separate report. The first day's report shall be Report Number 1, and each subsequent day's report shall be sequentially numbered until the Authorized City Parish Representative accepts the cycle as satisfactorily completed. If the Maintenance contractor does not perform any work on a day during the cycle, a report indicating "no work" shall be submitted for that day.

The Maintenance contractor's on-site representative is to sign the form in the space labeled "Signature Inspector." All other sections of the form may be disregarded.

The Maintenance Contractor's on-site representative must prepare a proposed report for the upcoming day. This report is to be sent to the other Mowing Contractor (if applicable) and the Litter Contractor who will be picking up the litter and trash for the Group A Contractor.

Completed daily records must be submitted to the Authorized City Parish Representative prior to invoice processing.

**SECTION 11. PAY ITEM CP-DOM-001, LITTER AND TRASH COLLECTION: APPLIES TO GROUP B CONTRACTOR, GROUP A CONTRACTOR IS EXCLUDED FROM THIS SECTION:**

The unit of measurement for litter and trash collection shall be a cycle. A cycle consists of one complete litter

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and trash collection of the area described. For purposes of litter and trash collection, all reference to acres are approximate, and except as noted in these specifications, no pay adjustment due to acreage variation shall be considered. The number of cycles required may vary due to a variety of conditions. Payment shall be made for the number of cycles actually performed.

When such collection is performed concurrently with the mowing operation, the Maintenance contractor shall collect and properly dispose of all litter and trash ahead of the mowing operation.

The area to be cleaned shall include all grassed areas, ditches, paved roadside shoulders, paved areas adjacent to median cable barriers, fences, and areas on and under overhead bridges. When litter and trash collection is performed concurrently with the mowing operation, all such material uncovered by the mowing operation shall be collected by the Maintenance contractor within forty-eight (48) hours. Litter and trash collected and piled or bagged on the roadside shall be removed by the Maintenance contractor from the right-of-way by close of business on the same work day. Bagged litter and trash shall not be placed in travel lanes or on paved shoulders. Litter and debris is defined as all loose debris or rubbish, including, but not limited to, paper, cardboard, glass, empty containers, tires, treads, fallen trees and shrubs, and loose wood and concrete, etc., found within the right-of-way, that is not a component part of the facility or its attachments or appurtenances.

Payment shall be made at the Contract unit price under:

Pay Item CP\_DOM-001, One Cycle Litter and Trash Collection, Per Each.

**SECTION 12. PAY ITEM CP-DOM-002, MOWING:**

The unit of measurement for mowing shall be a mowing cycle. A mowing cycle consists of one complete mowing of the area described. For purposes of mowing, all references to acres are approximate and, except as noted in these specifications, no pay adjustment due to acreage variation shall be considered. The number of cycles required may vary due to weather or other conditions. Payment shall be made for the number of cycles actually performed.

The Maintenance contractor shall have in operation at all times, sufficient equipment of the type required to perform the work within the time specified. Mowers shall be adjusted for a cutting height of approximately four inches (4") for GROUP A and three inches (3") for Group B. Trimming shall be performed directly behind the mowers. A follow vehicle equipped with warning lights shall accompany trimming personnel and equipment.

The City-Parish's intent is to maintain grass height generally below eighteen inches (18"). The City-Parish's written notification for each mowing cycle shall be timed to conform with this intent. The Maintenance contractor shall be closely monitored by the Authorized City Parish Representative to ensure mowing to the required four inch (4") cutting height. The Authorized City Parish Representative shall provide the Maintenance contractor written notification to begin the mowing cycle. Isolated areas of vegetation such as Johnson Grass, etc., which grow faster than the surrounding Bahia or Bermuda (predominant growth established and the controlling grass element) may be taller than the surrounding grass. The entire area to be mowed shall generally be at the specified height for work to begin. When mowing and litter and trash collection are performed concurrently, litter and trash collection shall precede each mowing cycle, and collection of any material made visible by mowing shall follow each mowing cycle. The Maintenance contractor shall only work during safe daylight hours.

The Maintenance contractor shall hand trim (string trim/ weed-eat) and or use herbicides around all fixed objects including, but not limited to, guard rails, sign posts, delineators, culvert ends, trees, shrubs, plants, culvert head walls, bridge abutments, bridge or overpass columns and pilings, paved or raised gore areas, paved or raised

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medians, paved shoulders and along curbs and fences, where the maintenance contractor is required to mow on both sides due to the presence of service roads, swale ditches, V ditches and slopes, or other facilities. Trimming shall follow the mowing operation by not more than twenty-four (24) hours.

Failure of the Maintenance contractor to mow areas which are wet or have standing water which are accessible to specialized mowing equipment, without prior approval of the Authorized City Parish Representative, shall result in the assessment of stipulated damages, placement of the maintenance contractor in default or withholding payments up to fifty percent (50%) of any amounts due the Maintenance contractor until completion of the work in a manner satisfactory to the Authorized City Parish Representative.

The Maintenance contractor **may, at its option, provide herbicide treatment** around signs, guardrail, culvert ends, bridge revetments, ditches, laterals, or paved or raised gore areas, and along curbs and fences, etc. to reduce the amount of hand trimming. Except as otherwise provided in these specifications, spraying of herbicide, either around shrubs, bushes, and trees, or to control general vegetation in or near mowable areas, shall not be allowed. Any vegetation treated with herbicide, pursuant to Department of Maintenance approval, shall be removed by hand or mechanical means to ground level after the manufacturer's suggested time period to affect plant growth has elapsed. **Prior to the use of any herbicides, the Maintenance contractor must contact the DOTD Roadside Development District Coordinator and receive approval for the use type and rate of application of any herbicide.**

**The Maintenance contractor must present to the City Parish proof that the personnel applying herbicide have met all training and certification requirements of the Department of Agriculture** and shall keep on file for inspection all required documentation and records, as required by law or regulation. The Maintenance contractor shall provide evidence of liability coverage against claims that may arise as a result of the use of herbicides.

**All work performed shall be paid at the unit bid prices for each mowing cycle, which shall be full compensation for furnishing all labor, equipment, and incidentals necessary to complete the work.** The Maintenance contractor shall accept the compensation in full payment for (1) furnishing all materials, supplies, labor, tools, and equipment necessary to complete the work under the Contract; (2) any loss or damage which may arise from the nature of the work, from the action of the elements or from any unforeseen difficulties which may be encountered during prosecution of the work until final acceptance by the Authorized City Parish Representative; (3) all risks of every description connected with the prosecution of the work; (4) all expenses and damages which might accrue to the Maintenance contractor by reason of delay in the initiation and prosecution of the work for any cause whatsoever; (5) any site or home office overhead and profit; (6) any infringement of patent, trademark or copyright; and/or (7) for not completing the work according to the specifications. Furthermore, Contractor expressly releases and acquits City Parish, its agents, employees, and assigns from any liability for damage or injury that arises from interaction with, or the condition of, roadways, structures, roadway appurtenances, drainage structures, catch basins, fences, or any other constructs, or vegetation, except where there is conclusive evidence that any damage or injury is due to the City Parish's negligence.

The payment of any current or partial estimate SHALL IN NO WAY affect the obligation of the Maintenance contractor to correct any deficient part of the work at his own cost and to be responsible for all damages due to any such deficiency.

Partial payment may be made when unforeseen or unavoidable circumstances, in the opinion and at the sole discretion of the Authorized City Parish Representative, render a complete cycle impracticable. In cases where only a portion of a directed cycle of work is completed, payment for the satisfactorily completed work shall be calculated by deriving the per acre unit price (dividing the per cycle unit bid price by the total estimated acres in a tract) and multiplying that dollar amount by the acres determined to be satisfactorily completed.



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Should the Maintenance contractor neglect or refuse to satisfactorily complete the entire cycle or to correct deficient work as directed by the Authorized City Parish Representative, fifty (50) percent of any amount earned for that cycle will be retained until the cycle is completed to the satisfaction of the Authorized City Parish Representative.

FULL PAYMENT SHALL ONLY BE MADE WHEN THE CYCLE IS COMPLETED TO THE SATISFACTION OF THE AUTHORIZED CITY PARISH REPRESENTATIVE.

Payment shall be made at the Contract unit price under:

Pay Item CP-DOM-002, One Cycle Maintenance Mowing, per each.

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**Article I. Definitions of Terms:** Wherever in these specifications or in other Contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- 1.1 Award of Contract: Transmission of the official written notice to the bidder that the Department intends to enter into a contract for the Project. Notice of award does not create a binding contract.
- 1.2 Bid: The binding offer of a responsible bidder that was submitted to the Department on the bid forms in accordance with the bidding documents.
- 1.3 Bid Forms: The portion of the bidding documents, required to be submitted, in accordance with the bidding documents, in order to constitute a bid.
- 1.4 Bidder: An individual, firm or corporation or any combination thereof submitting a proposal.
- 1.5 Calendar Day: Every day shown on the calendar, beginning and ending at midnight.
- 1.6 Certificate of Insurance: Approved document from a company licensed to sell insurance in Louisiana which attests that a policy is in effect providing the required insurance coverage.
- 1.7 Change Order (Plan Change): The standard form normally used to describe and detail changes to the contract. When approved and fully executed, the document becomes a part of the contract.
- 1.8 Contract: The written agreement between the Department and the Maintenance contractor covering the furnishing of materials and performance of the work.
- 1.9 Contractor: The individual, partnership, corporation, joint venture, other legal entity, or acceptable combination thereof, that is awarded a contract
- 1.10 Controlled Access Highway: Any highway to or from which access is denied or controlled from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.
- 1.11 Control of Access: The condition where the right of owners or occupants of abutting land or other persons to access, light, air, or view in connection with a highway is controlled by public authority.  
Full Control: Preference is given to through traffic by providing access connections with selected public roads only and by prohibiting crossings at grade or direct private driveway connections.  
Partial Control: Preference is given to through traffic to a degree that, in addition to access connections with selected public roads, there may be some crossings at grade and some private driveway connections.
- 1.12 Department: City Parish- Department of Maintenance
- 1.13 Disqualified: Contractor's or Bidder's status during the time period in which the Department will not accept its Bids or approve it as a subcontractor.
- 1.14 Engineer: The Chief Engineer/Assistant Secretary of Operations for the Department or authorized representatives.
- 1.15 Incidental Work: Work required by the contract that is not directly measured and for which no specific pay item is provided, including all ancillary work necessary to satisfactorily complete all pay items.

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- 1.16 Maintenance contractor: The individual, partnership, firm or corporation or any combination thereof, with whom the Contract is made by the Department.
- 1.17 Maintenance Proposal: Document furnished to prospective bidders by the Department consisting of, but not limited to, the notice to contractors, special provisions, supplemental specifications, plans, and bid forms.
- 1.18 Manual on Uniform Traffic Control Devices (MUTCD): The manual adopted by the Department to describe the uniform system of traffic control devices used on state highways.
- 1.19 Notice of Contract Execution: The notice from the Department that the contract has been fully executed. Once fully executed, the contract is binding.
- 1.20 Notice to Proceed: Written notice to the contractor to proceed with the contract work which will stipulate the dates that work shall commence and contract time shall begin.
- 1.21 Pay Item: A specific portion of work for which a price is provided in the contract.
- 1.23 Plan Change and/or Special Agreement: The title of the standard form normally used to describe and detail changes to the Contract. The document will establish reasons for the changes, specification requirements, method of measurement, basis of payment and Contract time adjustments for the work affected by the changes. When approved and fully executed, the document becomes part of the Contract and a notice to proceed with the affected work.
- 1.24 Proposal: The offer of the bidder, made out on the prescribed form, giving unit prices for performing the work described in the plans and specifications.
- 1.26 Right-Of-Way: Land, property, or interest therein, acquired for or devoted to transportation purposes.
- 1.27 Specifications: The directions, provisions and requirements contained herein or in special specifications, supplemented by such special provisions as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. Where the phrases "or directed by the Authorized City Parish Representative ", "ordered by the Authorized City Parish Representative " or "to the satisfaction of the Authorized City Parish Representative " occur, it is to be understood that the directions, orders or instructions to which they relate are within the limitations of, and authorized by the Contract.
- 1.28 State: The State of Louisiana.
- 1.29 Storm Drain: A fully contained and connected set of drainage structures, which capture the rain water runoff from our transportation system.
- 1.30 Structures: Bridges, tunnels, culverts, catch basins, junction boxes, retaining walls, cribbing, manholes, end-walls, buildings, sewers, service pipes, underdrains, foundation drains and other similar features encountered in the work.
- 1.31 Subcontractor: An individual, partnership, corporation or other business entity to which the prime Maintenance contractor sublets, or proposes to sublet, any portion of a Contract.

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1.32 Superintendent: The contractor's authorized representative in responsible charge of the work.

1.34 Through and Local Traffic:

1. Through Traffic: Traffic that has neither its origin nor destination within the limits of the project.
2. Local Traffic: Traffic that has either its origin or destination, or both, within the limits of the project.

1.35 Traffic/Travel Lane: The portion of traveled way for movement of a single lane of vehicles.

1.36 Traveled Way: The portion of roadway for movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.37 The Work: The work shall include the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the activity and the carrying out of all the duties and obligations imposed by the Contract.

**Article II. Award and Execution of the Contract:**

The number of cycles listed in the schedule of items is the maximum number of cycles for one calendar year. These amounts are shown for the comparison of bids to determine the lowest bid and do not reflect a guaranteed number of cycles to be performed for the calendar year or duration of the Contract. The summations will then be compared and the results made available to the public. Until the award of the Contract is made, The Department reserves the right to reject any or all proposals and to waive such technicalities as may be considered in the best interest of the City Parish.

**Article III. Scope of Work:**

3.2 Increases and Decreases in Quantity of Work: The Authorized City Parish Representative shall have the right to increase or decrease the quantities of the work, as may be considered necessary or desirable, and such increases or decreases shall not be considered as a waiver of any condition of the Contract, nor shall they invalidate any of the provisions thereof. The Maintenance contractor shall perform the work as increased or decreased. Payment to the Maintenance contractor for Contract items shall be made for the actual quantities of work done or material furnished at the unit prices per acre, computed as set forth in Section 10 of the Maintenance Specification for mowing elsewhere herein.

**Article IV. Control of the Work:**

4.1 Authority of Authorized City Parish Representative: The work will be observed, inspected by the Authorized City Parish Representative, and performed to his satisfaction in accordance with the Contract and Specifications. The Authorized City Parish Representative will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the specifications, and the acceptable fulfillment of the Contract on the part of the Maintenance contractor.

His decisions will be final, and he will have executive authority to enforce and make effective his decisions and orders that the Maintenance contractor fails to carry out promptly.

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**Article V. Legal Regulations and Responsibilities to the Public:**

5.1 Laws to be Observed: The Maintenance contractor shall keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and shall indemnify The City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by the law. Any litigation arising under or related to the Contract or the bidding or award thereof shall be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

5.2 Permits, Licenses, and Taxes: The Maintenance contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work. Except, as otherwise provided in the Contract, these provisions for securing permits, licenses, and taxes shall not be paid for directly, but shall be considered as subsidiary work pertaining to the various bid items of this Contract.

5.3 Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise provided herein, all portions of the highway shall be kept open to traffic. The Maintenance contractor shall coordinate all work with the Authorized City Parish Representative and shall place warning signs in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and the DOTD Maintenance Traffic Control Handbook. If at any time during prosecution of the work the traffic control does not accomplish the intended purpose, due to weather or other conditions affecting the safe handling of traffic, the Maintenance contractor shall immediately make necessary changes therein to correct the unsatisfactory condition(s). The Maintenance contractor shall confine all operations to daylight hours, with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Authorized City Parish Representative. Equipment shall not be left within forty-two (42) feet of any travel lane during nonworking hours. Disabled or broken equipment shall be moved to a location where it will not cause a hazard for traffic. In no case shall disabled or broken equipment be left unattended within forty-two (42) feet of the travel lane.

Except as otherwise provided in the Contract, these provisions for directing traffic shall not be paid for directly but shall be considered as subsidiary work pertaining to the various bid items of this Contract.

5.4 Protection of Property: The Maintenance Contractor shall take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the Maintenance Contractor, the Maintenance Contractor shall immediately notify the City-Parish as to the extent and location of said damage.

Damage repairs deemed by the Department to be within the capability of the Maintenance Contractor, including but not limited to restoration of fore slopes, back slopes, ditches, rutting, erosion, fences, etc., shall be restored by the contractor with his own organization or by an approved third party at his expense to a condition similar or equal to that existing before such damage was done or he shall make good such damage in a manner acceptable to the City-Parish.

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Damage repairs deemed by the City-Parish to be beyond the capability of the Maintenance Contractor, including but not limited to repair of guard rail, cable barrier, impact attenuators, signs, delineators, structures, etc., will be repaired by City-Parish Forces or under City-Parish Maintenance Contract.

All expenses incurred by the City-Parish for repair work, whether by its own forces or by a third party, shall be deducted from a payment/estimate due the Maintenance Contractor or the Maintenance Contractor shall be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of the City-Parish. The contractor shall be solidarily liable to the City-Parish for all such City-Parish expense, whether or not such expense is in excess of any amount due the contractor under the contract.

**5.5 Right to Audit:** The City-Parish shall have the right to audit the books and records of the Maintenance contractor during the hours of the normal workday. Contractor shall maintain his financial records for this work for three years after completion of this contract.

**5.6 Personal Liability of Public Officials:** In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there shall be no liability upon the City Parish, or their authorized representatives, either personally or otherwise, as they are agents and representatives of The City-Parish.

**5.7 Contract Dollar Amount:** Expenditures for work which Maintenance contractor claims extends beyond the terms of the Contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

**Article VI. Prosecution and Progress:**

**6.1 Subletting or Assigning of Contract:** The Maintenance contractor shall not be permitted to sub-contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of the Authorized City Parish Representative. No sub-contract will, in any case, relieve the Maintenance contractor of his responsibility under the Contract. The Maintenance contractor shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the Maintenance contractor of any responsibility for the fulfillment of the Contract.

**6.2 Prosecution of Work:** Prior to beginning operations, a conference between the Maintenance contractor's representative, local law enforcement, DOTD and the City-Parish shall be arranged by the City-Parish. In this meeting, the Maintenance contractor shall briefly outline his proposed procedure for performing the prescribed work activity, sequence of work to be followed, estimated progress schedule and shall give his plans for performing the work while providing for safe traffic control at all times. Plans, specifications, unusual conditions, methods for marking non mow areas, and other pertinent items regarding the work shall also be discussed. The City-Parish shall determine all non-mow and vegetative management areas.

**6.3 Workmen and Equipment:** Any person employed by the Maintenance contractor or a subcontractor who, in the opinion of the Authorized City Parish Representative, does not perform required work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, shall at the written request of the Authorized

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City Parish Representative.

**6.4 Temporary Suspension of Work:** The Authorized City Parish Representative shall have authority to suspend the work, wholly or in part, for such period as he may consider necessary, and the "Time Charge" shall be suspended during such period. Notice of such suspension with the reason therefore shall be given the Maintenance contractor in writing. The Maintenance contractor shall not suspend work without written authority of the Engineer

**6.5 Stipulated Damages:** For each occurrence that the Maintenance contractor does not begin the work within the time period specified, or complete the work within the time specified, the appropriate per-day amount, provided in Table 1 below, shall be deducted from any payments which may become due the Maintenance contractor, not as a penalty, but as stipulated damages.

The City-Parish permitting the Maintenance contractor to continue work after expiration of the time shall not operate as a waiver of the City-Parish's rights under the Contract.

The Maintenance contractor may request a waiver of any portions of the stipulated damages. A written request may be submitted to the Authorized City Parish Representative at any time after the work is started but shall be submitted within fourteen (14) calendar days after completion of the work order and shall set forth the reasons which the Maintenance contractor believes justify the waiver. The Authorized City Parish Representative shall be the sole judge of damages suffered and may waive a portion or all applicable damages accordingly. The amount of stipulated damages shall be deducted from payments for the work under the Contract or any other Contract the Maintenance contractor has with the City-Parish. The Maintenance contractor shall be liable for stipulated damages in excess of amounts due the Maintenance contractor under the Contract.

**TABLE 1  
STIPULATED DAMAGES**

<b>Original Contract Amount (Dollars)</b>		
<b>From More Than</b>	<b>To and Including</b>	<b>Calendar Day or Fixed Date</b>
0	25,000	80
25,000	50,000	210
50,000	100,000	240
100,000	500,000	270
500,000	1,000,000	330
1,000,000	2,000,000	400
2,000,000	5,000,000	480
5,000,000	10,000,000	600
10,000,000	-----	630

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**6.6 Default:**

1. The Authorized City Parish Representative shall give written notice to the Maintenance contractor that the Maintenance contractor is in default if he:

- (a) Fails to begin the work within the time specified in the "Notice to Proceed;" or
- (b) Fails to perform the work with sufficient workmen, equipment, or materials to assure prompt completion of said work within the time specified; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or correct rejected work;  
or
- (d) Discontinues prosecution of the work; or
- (e) Fails to complete a cycle project within the Contract time as extended; or
- (f) Fails to resume work which has been discontinued within a reasonable time after notice to do so;  
or
- (g) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
- (h) Allows any final judgment to stand against him unsatisfied for a period of fourteen (14) days; or
- (i) Fails to carry on the work in an acceptable manner; or
- (j) Fails to maintain the required insurance; or

2. When one or more of these deficiencies occur, the City-Parish may give notice to the contractor of its intent to put the contractor in default under this subsection and specify a period of time in which the contractor shall cure the deficiency. Otherwise, or in the event the contractor fails to timely cure a deficiency, the City-Parish will give written notice to the contractor, of the City-Parish determination that the contractor is in default for any cause specified in this subsection.

3. The costs incurred by the City-Parish due to the contractor's default, including costs for completing the work under Contract and attorneys' fees,, will be deducted from any monies due or which may become due the contractor. When this expense exceeds the sum which would have been payable under the Contract, the contractor shall be solitarily liable and shall pay the City-Parish the amount of such excess.

**6.7 Disqualification:** A Maintenance contractor may be disqualified from bidding on, entering into, and/or participating as a subcontractor under a maintenance Contract, for the following reasons:

- 1. Performing a maintenance Contract in an unsatisfactory manner by:
  - a. Failing to begin work within the specified time; or



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- b. Failing to perform the work with sufficient workmen, equipment, and/or materials to ensure completion of the work within the specified time; or
- c. Neglecting or refusing to remove materials, debris, or trash or to correct work rejected by the City-Parish as being deficient or not meeting specifications; or
- d. Discontinuing prosecution of the work without the express approval of the City-Parish t; or
- e. Committing any act of insolvency, including seeking protection or being declared bankrupt under federal law; or
- f. Assigning any interest in a maintenance Contract for any purpose, or subletting any work under that Contract without the express written approval by the City-Parish; or
- g. Failing for any other reason to perform the work in an acceptable and workmanlike manner.

2. Being declared in default on a Contract.

6.8 Termination: The City-Parish may, by written notice, terminate the contract or any portion thereof when, for reasons beyond either the City-Parish's or contractor's control, the contractor is prevented from proceeding or completing the work as originally contracted, or when termination would be in the public interest. Such reasons for termination may include, but will not be limited to:

- 1. Executive orders of the President relating to prosecution of war or national defense,
- 2. National emergency which creates a serious shortage of materials,
- 3. Orders from duly constituted authorities relating to energy conservation and
- 4. Restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the contractor.

When a contract, or a portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

Termination of a contract or a portion, thereof, shall not relieve the contractor of responsibility for the completed work.

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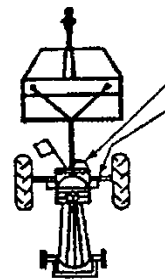
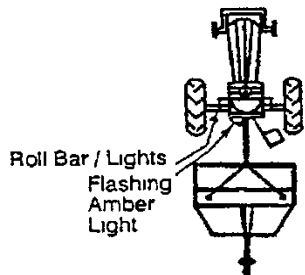
**CONTRACT MAINTENANCE MOWING**  
**TRAFFIC CONTROL DETAIL**

**ROADSIDE MAINTENANCE**

Between Shoulder and  
Right-of-Way Line or  
on Median

for Multi-Lane and  
Two-Lane Roads

*Minimum Requirements*



Work Vehicle Mounted With:  
Slow Moving Vehicle Sign  
Flags  
Flashing Amber Light

CREWMAN FLAGS IF NEEDED

SEE FLAGGING PROCEDURES

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**EXPERIENCE**

- Prospective vendors must have 3 years continuous commercial experience providing services outlined in the bid of at least the same size and level of complexity as the scope of services outline in this bid. List of all entities should be identified below:

<u>Name of Entity</u>	<u>Dates of Service</u>	<u>Entity Contact Person Name</u>	<u>Contact Person Telephone Number</u>

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**EMPLOYEE DATA**

**This page must be completed by bidder. Please include each employee's name/title, years of relevant work experience, equipment utilized, and certifications/licenses (if any). If certifications/licenses are listed, proof of such should also be provided.**

<b>NAME / TITLE</b>	<b>YEARS EXPERIENCE</b>	<b>CERTIFICATION(S) / LICENSES, EQUIPMENT UTILIZED</b>

## Equipment List

**Provide a list of some of the equipment that you possess or have at your disposal and intend to use upon the execution of this contract.**


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**BIDDER'S ORGANIZATION**  
**BIDDER IS:**

AN INDIVIDUAL

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH  
BID.

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS  
FORM.**

**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY



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**AGREEMENT**

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title \_\_\_\_\_ Contract  
Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

By \_\_\_\_\_  
**Sharon Weston Broome, Mayor-President**  
Or  
**Kris R. Goranson, Purchasing Director**

WITNESS:

**Contractor**

By \_\_\_\_\_  
\_\_\_\_\_  
(Typed Name and Title)